

**BEFORE THE TENNESSEE REGULATORY AUTHORITY
NASHVILLE, TENNESSEE**

IN RE:)

COMPLAINT OF INTERMEDIA)
COMMUNICATIONS INC. AGAINST)
BELLSOUTH TELECOMMUNICATIONS,)
INC. TO ENFORCE THE RECIPROCAL)
COMPENSATION REQUIREMENT OF)
THE PARTIES' INTERCONNECTION)
AGREEMENT)

103 APR 21 PM 3 05
Docket No. 00-00280

**RESPONSE OF INTERMEDIA COMMUNICATIONS INC.
TO BELLSOUTH TELECOMMUNICATIONS, INC.'S
FIRST SET OF INTERROGATORIES**

INTERMEDIA COMMUNICATIONS INC. ("Intermedia"), through its undersigned counsel, hereby responds to BellSouth Telecommunications, Inc.'s First Set of Interrogatories. Intermedia reserves the right to amend or supplement its responses, as appropriate.

GENERAL

Intermedia objects to BellSouth's first set of interrogatories ("Interrogatories") on the following grounds:

Objection No. 1: Intermedia objects to BellSouth's Interrogatories to the extent they are overly broad, lack specificity, ambiguous, or utilize terms that are subject to multiple interpretations but are not properly defined for purposes of the Interrogatories.

Objection No. 2: Intermedia objects to BellSouth's Interrogatories to the extent they are unduly burdensome, costly, oppressive, and/or excessively time-consuming.

P-11-15-04

Objection No. 3: Intermedia objects to BellSouth's Interrogatories to the extent they seek information which is irrelevant to this proceeding and/or is not reasonably calculated to lead to the discovery of admissible evidence.

Objection No. 4: Intermedia objects to BellSouth's Interrogatories to the extent that they seek information which is subject to attorney-client privilege, is confidential or proprietary, constitutes "trade secret", and/or constitutes work product.

Objection No. 5: Intermedia objects to BellSouth's Interrogatories to the extent that they seek to impose obligations on Intermedia which exceed the requirements of the Tennessee Rules of Civil Procedure or Tennessee law.

Objection No. 6: Intermedia objects to BellSouth's Interrogatories to the extent they call for information which is not maintained by Intermedia in the ordinary course of business.

Objection No. 7: Intermedia objects to BellSouth's Interrogatories to the extent they seek information which BellSouth already possesses or to which BellSouth has access.

INTERROGATORIES

1. Identify all persons participating in the preparation of the answers to these Interrogatories or supplying information used in connection therewith and describe the extent of each person's participation, including any information that person provided.

RESPONSE: Carl Jackson and Edward Phillips, and Intermedia's counsel listed below (as to the objections only), collaborated to prepare the responses to BellSouth's Interrogatories. To the extent to which the names of the individuals who may have supplied information for the Interrogatories have been identified in response to this Interrogatory, Intermedia will not repeat their names in response to each and every Interrogatory that follows.

2. Identify all documents that refer or relate to any issues raised in the Complaint.

RESPONSE: See response to Request for Production No. 1. Also see the documents produced by BellSouth to Intermedia.

3. Identify all employees, representatives, or agents of ICI involved in the negotiating the Interconnection Agreement, including any amendments thereto. In answering this Interrogatory, please explain in detail the role of each such employee, representative, or agent in the negotiations.

RESPONSE: Mike Viren negotiated the Interconnection Agreement entered into between the parties on or about July 1, 1996. Julia Strow and/or Carl Jackson negotiated all subsequent amendments thereto with the exception of the June 3, 1998 Amendment, which was not negotiated by the parties.

4. Do you contend that at the time the parties negotiated the Interconnection Agreement, both ICI and BellSouth intended to treat calls to Internet Service Providers as "local traffic" under

that Agreement? If the answer to the foregoing is in the affirmative, please state all facts and identify all documents that support this contention.

RESPONSE: Yes. Please refer to Section IV(A), Section IV(B) and Section I(D) of the Interconnection Agreement executed between the parties on or about July 1, 1996.

5. Do you contend that at the time the parties negotiated the Interconnection Agreement, both ICI and BellSouth intended to treat calls to Internet Service Providers ("ISP") as if such calls "terminated" at the ISP? If the answer to the foregoing is in the affirmative, please state all facts and identify all documents that support this contention.

RESPONSE: See response to BellSouth's Interrogatory No. 4 hereinabove.

6. Do you contend that there is a difference between the place where a call "terminates" for jurisdictional purposes and the place where a call "terminates" for reciprocal compensation purposes? If the answer to the foregoing is in the affirmative, please:

- (a) explain in detail the distinction between call termination for jurisdictional and reciprocal compensation purposes;
- (b) state the date and describe the circumstances when ICI first concluded that there was a distinction between call termination for jurisdictional and reciprocal compensation purposes;
- (c) state the date and describe the circumstances when ICI first stated publicly that there was a distinction between call termination for jurisdictional and reciprocal compensation purposes; and
- (d) identify all documents that refer or relate to or support a distinction between call termination for jurisdictional and reciprocal compensation purposes.

RESPONSE: No.

7. Has ICI entered into any arrangement or agreement with any person that involves the sharing of any reciprocal compensation received by ICI from BellSouth? If the answer to the foregoing is in the affirmative, identify the person, state the date when such an arrangement was reached or agreement was entered into, and identify all documents referring or relating to such an arrangement or agreement.

RESPONSE: Intermedia objects to BellSouth's Interrogatory No. 7 to the extent that it seeks information which is confidential or proprietary and/or constitutes "trade secret." However, without waiving its objection, Intermedia asserts that there are no such documents responsive to this request.

8. State the total number of minutes of use from BellSouth to ICI in Tennessee for each month since July 1996 for which ICI has been paid or is seeking the payment of reciprocal compensation.

RESPONSE: Intermedia is verifying its billing information and will supplement this response on or before November 17, 2000.

9. Identify the number of ICI's total customers in Tennessee, and separately identify the number of those customers that are (1) Internet Service Providers ("ISPs"); and (2) business customers other than ISPs; and (3) residential customers.

RESPONSE: Intermedia objects to BellSouth's Interrogatory No. 9 to the extent that it seeks information which is confidential or proprietary and/or constitutes "trade secret."

10. For the ISP customers identified in response to Interrogatory No. 16, state, on an annual basis since 1996, (a) the total amount billed by ICI for service to those customers from

inception of service to present; (b) the amounts of any credits, rebates, or adjustments given to such customers; and (c) the total amount of revenue collected from such customers, from inception of service to present.

RESPONSE: See response to BellSouth's Interrogatory No. 9 hereinabove.

11. Does ICI own or have an interest in an ISP in Tennessee? Is ICI affiliated in any way with an ISP in Tennessee (other than a customer relationship)? If so, explain in full the nature of such interest or affiliation and identify all documents that refer or relate to such interest or affiliation.

RESPONSE: No.

12. If the response to Interrogatory No. 18 is in the affirmative, state the percentage of reciprocal compensation that ICI is claiming in this proceeding that was generated from calls to ISPs owned by or affiliated with ICI, or in which ICI has an interest in Tennessee.

RESPONSE: See response to BellSouth's Interrogatory No. 11 hereinabove.

13. For each year beginning in 1996, state, on an annual basis, the total revenues ICI earned or expects to earn in reciprocal compensation payments from BellSouth in Tennessee.

RESPONSE: Intermedia objects to BellSouth's Interrogatory No. 13 to the extent that it seeks information which is confidential or proprietary and/or constitutes "trade secret."

14. For each year beginning in 1996, state, on an annual basis, the total revenues ICI earned or expects to earn from its ISP customers in Tennessee.

RESPONSE: Intermedia objects to BellSouth's Interrogatory No. 14 to the extent that it seeks information which is confidential or proprietary, and/or constitutes "trade secret."

15. State the actual cost ICI incurs in transporting ISP traffic from the point of interconnection with BellSouth to the ISP server being served by an ICI switch. In answering this

Interrogatory, describe in detail how this cost was calculated and identify all documents referring or relating to such calculation.

RESPONSE: Intermedia objects to BellSouth's Interrogatory No. 15 to the extent that it seeks information which is irrelevant to this proceeding and/or is not reasonably calculated to lead to the discovery of admissible evidence. In addition, BellSouth's Interrogatory No. 15 seeks information that is outside of the scope of 47 USC § 252(d)(2) and 47 CFR § 51.705(a)(1) which require that rates for the transport and termination of traffic are based upon the forward looking-costs of Incumbent LECs rather than the costs of competing carriers such as Intermedia.

16. Was the definition of "local traffic" the subject of discussion between ICI and BellSouth in negotiating the Interconnection Agreement? If so, describe with particularity those discussions and identify all documents that refer or relate to those discussions.

RESPONSE: No.

17. Was the issue of whether reciprocal compensation should be paid for calls to ISPs the subject of discussion between ICI and BellSouth in negotiating the Interconnection Agreement? If so, describe with particularity those discussions and identify all documents that refer or relate to those discussions.

RESPONSE: No.

18. Was the issue of where calls to ISPs "terminate" the subject of discussion between ICI and BellSouth in negotiating the Interconnection Agreement? If so, describe with particularity those discussions and identify all documents that refer or relate to those discussions.

RESPONSE: No. Section I(D) of the Interconnection Agreement executed between the parties does not exclude ISP-traffic from the definition of local traffic.

19. Prior to executing the Interconnection Agreement in July 1996, did ICI ever state publicly that ISP traffic was local or that reciprocal compensation should be paid for such traffic? If so, describe with particularity each such statement and identify all documents that refer or relate to those statements.

RESPONSE: No because ISP providers receive local service like other local customers served by either BellSouth or Intermedia.

20. Identify all documents related to the negotiation and execution of the June 3, 1998 Amendment to the Interconnection Agreement.

RESPONSE: The June 3, 1998 Amendment was not negotiated, so there are no documents concerning negotiation. As to execution of this Amendment, see the documents produced in response to Request for Production Nos. 8, 9, and 10.

21. Identify all employees, representatives, or agents of ICI involved in the negotiation of the June 3, 1998 Amendment to the Interconnection Agreement. In answering this Interrogatory, please explain in detail the role of each such employee, representative, or agent in the negotiations.

RESPONSE: The June 3, 1998 Amendment was not negotiated, so there is no one to identify.

22. In regard to Attachment A to the June 3, 1998 Amendment to the Interconnection Agreement, did ICI intend to include Tennessee Regulatory Authority approved rates under the column labeled "TN"? If not, describe in detail how the rates under the "TN" column were developed.

RESPONSE: No. The June 3, 1998 Amendment was not negotiated by the parties, and as a result, any attachments thereto were furnished by BellSouth and not Intermedia. Thus, Intermedia is not aware of how the rates under the "TN" column were developed.

Respectfully submitted this 14th day of November 2000.




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CERTIFICATE OF SERVICE

I hereby certify that on this 14th day of November, 2000, a true and accurate copy of the foregoing was served by hand delivery, overnight delivery or U. S. Mail, first class postage prepaid, to Guy Hicks, Esq., BellSouth Telecommunications, Inc., 333 Commerce Street, Suite 2101, Nashville, TN 37201-3300.


H. LaDon Baltimore